# LICENSE VERIFICATION INFORMATION SYSTEM TERMS OF USE AGREEMENT

## Article I. Acceptance of Terms of Use

By using this software in any way, including but not limited to using, transmitting, downloading, uploading data or using any of the functionality or materials made available, you agree to these terms of use.

The Indiana Department of Education has the sole discretion to change these terms, and if a change is made, will notify you and make a new copy of these terms available in the software. Your use of the software, including using, transmitting, downloading, uploading data or any of the services or using any of the functionality or materials is subject to the most current versions of the terms posted.

#### Article II. Software Use

By acceptance of these terms of use, you agree to all limitations explicit or implicit in this agreement that restrict the use of the software, including but not limited to the following:

- 1. You agree to maintain complete and up-to-date account information.
- 2. You agree not to violate any requirements of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), including but not limited to violations as a result of uploading, transmitting, or otherwise providing access to personally identifiable student information.
- 3. You agree not to use, encourage, or permit others to use the software to make available any data, content, material or any other information that is unlawful, tortuous, invasive of another's privacy, hateful, or racially, ethically, or otherwise objectionable.
- 4. You agree not to use, encourage, or permit others to use the software to interrupt or interfere with the security, or otherwise cause harm to, the learning environment of students.
- 5. You agree not to make any data, content, material or any other information available that contains software viruses or that is designed to interrupt, destroy, or limit the functionality of the software or hardware of the Indiana Department of Education or any users.
- 6. You agree not to access or attempt to access data, content, material or any other information except through the software interface or through a direct request made to Indiana Department of Education staff.
- 7. You agree not to upload or transmit data, content, material or any other information protected by copyright, trademark, patent, or any other intellectual proprietary rights without express written authority from the holder of such rights or protection, unless you are the owner of the rights or protection.
- 8. You agree to be responsible for any data, content, material or any other information you upload, post, message, transmit, or otherwise make available through the software. You assume all risks associated with the use of your data, content, material or other information, including reliance on accuracy and completeness.
- You agree not to use the software to sell, lease, or license any data, content, material or any other information.
- 10. You agree not to engage in pyramid schemes, spamming, or other unsolicited messaging.
- 11. You agree not to impersonate any person or entity or misrepresent your affiliation with a person or entity.

# Article III. Ownership and Transfer of Ownership

1. The Indiana Department of Education retains exclusive control of the software. You shall not copy, reproduce, re-manufacture or in any way duplicate all or any part of the software whether modified or

- translated into another language or not, or in any documentation, or any other material provided by the Indiana Department of Education except as specified in these terms.
- 2. The Indiana Department of Education retains the right to remove any data, content, material or any other information uploaded through the use of the software at any time. The Indiana Department of Education may retain data, content, material or any other information transmitted in accordance with our approved records retention schedule.

### **Article IV. Termination**

The Indiana Department of Education reserves right to revoke authorization of use at any time and such use shall be discontinued immediately upon notice from the Indiana Department of Education.

Article V. Disclaimer of All Express or Implied Warrantees

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SERVICES AND MATERIALS ARE PROVIDED BY THE INDIANA DEPARTMENT OF EDUCATION "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.